

**AGREEMENT
 BETWEEN
 THE DEPARTMENT OF DEFENSE
 OF THE UNITED STATES OF AMERICA
 AND
 MINISTRY OF ECONOMY AND EUROPEAN INTEGRATION OF UKRAINE ISSUES
 ON
 THE PROVISION OF ASSISTANCE TO UKRAINE
 IN ESTABLISHING
 AN EXPORT CONTROL SYSTEM
 IN ORDER TO PREVENT THE PROLIFERATION FROM UKRAINE
 OF WEAPONS OF MASS DESTRUCTION**

The Department of Defense of the United States of America and Ministry of Economy and European Integration of Ukraine Issues (hereinafter referred to as the U.S. Party and the Ukrainian Party, respectively),

Implementing the Agreement between the United States of America and Ukraine Concerning Assistance to Ukraine in the Elimination of Strategic Nuclear Arms and the Prevention of Proliferation of Weapons of Mass Destruction of October 25, 1993, as extended (hereinafter referred to as the CTR Umbrella Agreement), and

Desiring to cooperate in order to expand the safeguards for preventing the proliferation from Ukraine of weapons of mass destruction as well as technologies and expertise related to such weapons,

Have agreed as follows:

ARTICLE I

1. In order to assist Ukraine in enhancing the ability of its national export control system to prevent the proliferation from Ukraine of weapons of mass destruction as well as the technologies and expertise related to such weapons, the U.S. Party and its authorized implementing agents may provide the Ukrainian Party or its authorized implementing agents with the free assistance specified in this Agreement, in accordance with the terms and conditions contained herein. The technical requirements for the materials and equipment delivered under this Agreement shall be determined by the U.S. Party or its authorized implementing agents after consultations with the Ukrainian Party or its authorized implementing agents.
2. The Ukrainian Party and its authorized implementing agents shall make use of materials and equipment, training, and services provided under this Agreement exclusively for the purpose of facilitating the establishment of a national export control system to prevent the proliferation from Ukraine of weapons of mass destruction as well as technologies and expertise related to such weapons.
3. The U.S. Party shall not be responsible for ensuring the appropriate use of materials and equipment, training, or services provided under this Agreement, or for achieving the planned results.

ARTICLE II

1. Each Party, upon notifying the other Party in writing, shall have the right to delegate responsibilities for the implementation of the provisions of this Agreement to other agencies, departments or offices of the its government.
2. To achieve the objectives and fulfill the tasks stipulated in this Agreement, the Ukrainian Party shall have the right to transfer free assistance received under this Agreement from the U.S. Party (or from its authorized implementing agents) to other state agencies,

establishments, organizations, and enterprises of Ukraine, subject to Article V, paragraph 2 of the CTR Umbrella Agreement.

3. Each Party to this Agreement shall have the right, upon notifying the other Party in writing, to appoint its points of contact for technical issues related to the materials and equipment, training, or services provided under this Agreement.

ARTICLE III

All materials and equipment provided under this Agreement shall be delivered to Kyiv, unless otherwise agreed by the Parties. The U.S. Party or its authorized implementing agents shall notify the Ukrainian Party or its authorized implementing agents of the planned date and place of delivery of each cargo at least 120 hours before the date of such delivery. The Ukrainian Party or its authorized implementing agent shall receive and immediately take physical possession of all materials and equipment as soon as they arrive at their destination. From this moment on, the said materials and equipment shall be the property of Ukraine.

ARTICLE IV

The Ukrainian Party or its authorized implementing agents shall inspect any materials and equipment received under this Agreement and, within ten (10) days after receiving them, provide confirmation to the U.S. Party or its authorized implementing agents that they meet the technical requirements established by the U.S. Party or its authorized implementing agents and provided in advance to the Ukrainian Party or its authorized implementing agents. Any materials and equipment that fail to meet the above technical requirements shall be returned for replacement, within thirty (30) days following the date of their receipt, to the United States via the U.S. Embassy in Kyiv.

ARTICLE V

Assistance to the Ukrainian Party or its authorized implementing agents from the U.S. Party or its authorized implementing agents may be provided by the latter based on their estimate of existing needs, and with consideration of the recommendations of the Ukrainian or its authorized implementing agents in any or all of the fields listed below:

1. Bilateral and multilateral discussions on the political and technical levels on matters related to the establishment and implementation of a comprehensive export control system;
2. Bilateral discussions and advice regarding the particular features of specific international export control regimes and the technical parameters of commodities that fall under their control;
3. Participation in multilateral events in the field of non-proliferation and export control;
4. Courses and on-site instruction for the personnel who are responsible for licensing and enforcement of current export control laws, as well as for other officials engaged in these matters;
5. Assignment of suitable experts for provision of assistance, where appropriate, in preparing the drafts of export control laws and implementing regulations.
6. Assessment of recommendations for improving programs and policy on ensuring enforcement of the requirements of current export control laws;
7. Provision of computer systems and related training of specialists in order to enhance oversight and control of products and technologies subject to export control; and

8. Provision of equipment and suitable training in order to improve enforcement of the export control standards of current Ukrainian legislation and improve border security infrastructure and capabilities for detection of illicit transfers of controlled items and technologies.

ARTICLE VI

The Parties or their authorized implementing agents may enter into other agreements or arrangements for the implementation of the provisions of this Agreement. In the event of any discrepancies between this Agreement and any such agreements or arrangements, the provisions of this Agreement shall prevail.

ARTICLE VII

This Agreement and all types of activities carried out under it shall be subject to the provisions of the CTR Umbrella Agreement.

ARTICLE VIII

Any questions concerning the interpretation or application of this Agreement shall be resolved by means of consultations and negotiations between the Parties.

ARTICLE IX

1. This Agreement shall enter into force on the date of signature by the Parties, with effect from December 31, 1999 and shall remain in force for the duration of the CTR Umbrella Agreement.
2. This Agreement may be amended by written agreement of the Parties and may be terminated by either Party upon 90 days written notification to the other Party.

Done at Kyiv this 22nd day of October, 2001, in duplicate in the English and Ukrainian languages, both texts being equally authentic.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

FOR THE MINISTRY OF ECONOMY
AND EUROPEAN INTEGRATION OF
UKRAINE ISSUES

